476, 43 Atl. 685, he was disbarred because he obtained money from his clients for which he failed to render any adequate service, and because he retained for his own use money which he received from them for another purpose. In short, he was then disbarred for lack of fidelity to his clients in pecuniary matters only. He is now guilty of lack of fidelity in a matter involving life. He abandoned them when the prisoner was in the very shadows of the electric chair, in the very week fixed for execution. That abandonment was not less culpable because he subsequently resumed his efforts in their behalf under strong pressure from the court. For counsel to abandon a client at such a crisis is like a soldier deserting in the face of the enemy. Dereliction on the part of attorneys and counselors is not uncommon, but fortunately the most untrustworthy counsel is ordinarily loyal enough to his client, and even the ordinary sense of self-interest urges a lawyer to do the best he can to save his client's life. It is rare that counsel sets his own desire for money above his client's chance of life. We find that McDermit was guilty of gross dereliction in his duty to his client. We can think of none grosser. If mere unfaithfulness in money matters justified his disbarment in 1899, much more must lack of fidelity in a matter of life and death justify his disbarment in 1921."

Bills, Notes and Checks—Drawer Stopping Payment of Check. —In Patterson *v.* Oakes, 181 N. W. 787, the Supreme Court of Iowa held that where the drawer of a check stops payment thereon he is liable to the holder of the check for the consequences of his conduct.

The court said in part: "It is argued by appellant that the court was in error in directing a verdict on the ground that the action was prematurely brought, and that suit could not be maintained on the checks separate and apart from a suit for a fulfillment of the contract of purchase of the land referred to. This is really the only question in the case. This suit is not a suit for specific performance of the contract for the purchase of land, nor is it a suit for damages for a breach of said contract. The appellant's petition is based wholly upon the two written instruments, and he seeks recovery of a money judgment because the appellee had stopped payment on said checks, and because the bank had refused, because of such instruction, to pay and honor the same. It is true that the appellant alleges in his petition that the checks were given as a part of a transaction for the purchase of a farm, and as earnest money. The answer was a general denial. Stated in another form, the appellant's petition does no more than state a cause of action upon two checks, which, it is alleged, were executed and delivered to the appellant for a valuable consideration, and upon which payment has been stopped by appellee."

"It is alleged that at said time the appellee had ample funds in

the bank to meet such checks. The question is: Could this action be maintained on the checks at said time, or was the same prematurely brought? Under our Statute (Code Supp. 1913, § 3060a185), a check is payable on demand. Where the drawer of a check stops payment thereon, he is liable to the holder of the check for the consequences of his conduct. In such event the relations between the drawer and the payee become the same as if the check had been dishonored and notice thereof given to the drawer. The effect, so far as the drawer is concerned, is to change his conditional liability to one free from the condition, and his situation is like that of the maker of a promissory note, due on demand. Usher *v.* A. S. Tucker Co., 217 Mass. 441, L. R. A. 1916F, 826, 105 N. E. 360; Albers *v.* Commercial Bank, 85 Mo. 173, 55 Am. Rep. 355; Brown *v.* Cow Creek Sheep Co., 21 Wyo. 1, 126 Pac. 886."

Hearsay Evidence—Letters to Accused.—In State *v.* Payne, 200 Pac. 314, the Supreme Court of Washington held that ordinarily letters written to defendant are to be rejected as hearsay; but that in a prosecution for criminal syndicalism a letter written by the secretary-treasurer of a branch of the I. W. W. organization on the usual letter head of such organization, addressed to the defendant, and found in his possession at the time of his arrest, which had been written in answer to a letter, written by defendant, and which showed defendant's active participation in the organization, was admissible.

The court said in part: "The state introduced in evidence a letter, dated at Butte, Mont., December 20, 1919, written by the secretary-treasurer of a branch of the I. W. W. organization, addressed to the appellant and found in his possession at the time of his arrest. He contends that the letter was wrongfully received in evidence against him, on the theory that a defendant cannot be held responsible for the assertions contained in letters which may be written to him. In support of his argument, he quotes from the case of State *v.* Roberts, 95 Wash. 310, 163 Pac. 779, to the effect that:

" 'It is well established, not only in reason but by authority as well, that letters written by a third party to one who is charged with a crime are not to be taken as an admission against him, but are to be rejected as hearsay.'

"While the general rule is as stated by us in that case, there are exceptions, one of which was noticed by us in the opinion in that case, for we there said:

" 'But this rule has a well-defined exception: 'Letters written to a party and received by him may under some circumstances be read in evidence against him; but, before they can be received as admissions against him, there must be some evidence besides the mere possession showing acquiescence in their contents, as proof of some act or reply of statement. Jones, Evidence (2d Ed.) § 269.'